

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 7		
2. Amendment/Modification No. 45		3. Effective Date 2002MAY02		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP BRIAN THELEN (586)753-2118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THELENB@TACOM.ARMY.MIL			Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012			Code S2305A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>	9A. Amendment Of Solicitation No.		
				<input type="checkbox"/>	9B. Dated (See Item 11)		
				<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002		
				<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV16		
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$374,910.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In			
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties						
<input type="checkbox"/>	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002MAY02	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 45	Page 2 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Interim Armored Vehicles

1. This Modification 45 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of five (5) Mortar Carrier (MC) Vehicles. The serial numbers for the five MCs are as follows:

MC-001	MC-008	MC-012
MC-007	MC-009	

3. Baseline Configuration. The baseline configuration for the MC Vehicle associated with this modification were manufactured to the contractor's General Assembly MC Vehicle Part Number 12479554 and Engineering Release Record (ERR) Number GDV0230, Dated 6 March 2002 with the exceptions of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the MC Vehicles, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of IAV vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the Performance Specification, and any Interface Control Documents related to Government Furnished Material.
 - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
 - 2) The Joint Contractor-Government Configuration Management (CM) Team has established a corrective action plan for the CM process. The contractor and the Government agree to execute a contract modification, not later than 15 May 2002, to clarify the CM process.
 - 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.
 - 4) The contractor shall present a Mortar Carrier weight reduction management plan for Government review no later than April 15, 2002. The plan shall include a list of candidates with estimated weight reductions. The contractor shall augment the plan to include the associated costs no later than May 20, 2002.
5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, and W-BCT-0005 R1).
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with the Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 45	Page 3 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. The vehicles will be conditionally accepted pending completion of the First Production Vehicle Inspection (FPVI). For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all MC Vehicles previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) MC Vehicle FIR, dated 6 March 2002.

9. Pursuant to the FIR identified in paragraph 8 above, the subject five MC Vehicles will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is incorporated into this modification by reference. The contractor shall submit the vehicle specific Attachment A within two business days after the DD250 approval. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and Attachment B addresses the retrofit plan associated with the five vehicles.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the vehicles Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver W-BCT-0007 R2)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver W-BCT-0008 R2)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver W-BCT-0009 R3)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver W-BCT-0010 R2)
- 5) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021)
- 6) The winch. (Reference Contractor Waiver W-BCT-024)
- 7) Reduced 120mm Round Stowage. (Reference Contractor Waiver W-BCT-015 R1)
- 8) The contractor's milestone schedule to attain an ISO compliant process for the Anniston facility is documented in Attachment D which is incorporated into this modification by reference.
- 9) The vehicles manufactured in the Anniston facility will be conditionally accepted pending completion of final paint, installation of stowage and decals. The vehicles shall have final paint, stowage and decals completed/installed prior to vehicle shipment.

c. Execution of the retrofit plan per the steps, procedures and schedule identified in Attachment B which is incorporated into this modification by reference.

d. Height Management System (HMS). The contractor may download the upgraded HMS production software on all vehicles presented for acceptance. In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government. The contractor shall provide, no later than 6 May 2002, the definition and description of the method to be employed to indicate the configuration of the resident software on the IAV vehicles.

10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$74,982 prior to liquidation of progress payments) pending mutual resolution of warranty and related provisions, and production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 45	Page 4 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

11. The Government will withhold \$304,763 per vehicle (after the liquidation of progress payments) for all of the items addressed above in Paragraph 9 of this modification.

a. Upon installation of the Armor on the vehicles, the contractor may invoice for the total amount of the withhold due to the Armor shortage (\$73,445 per vehicle). The release of the withhold is subject to Government inspection and acceptance of the armor. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Upon installation of the Remote Weapon Station (RWS) on the vehicles, the contractor may invoice for \$119,644 per vehicle of the total amount withheld due to the RWS shortage. This partial release of the withhold is subject to Government inspection and acceptance of the RWS installation. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The remainder continues to be withheld until the contractor's RWS product qualification testing is successfully completed.

12. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place until the Armor and RWS are installed satisfactorily. Under no circumstances are the vehicles to be shipped to Fort Lewis without the armor and RWS properly installed. While the vehicles are shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles. The Government will not incur any expense due to the shipment of the vehicle in place.

b. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.

c. In order to ensure the vehicle shipping height does not exceed 110 inches, the contractor shall stow and fold the RWS into its transport position prior to shipping.

d. The external stowage racks (Part Number 10652416-011 and Part Number 10652376-001) will not be installed on the vehicles. They will be shipped overpack in the vehicle.

e. The shipping instruction applicable to this conditional acceptance modification are provided in Section B of this modification.

13. Section B of this modification contains a computer system error. The Section B error does not affect the accuracy of this modification. Section G contains the accurate contract administrative data as a result of this modification. The computer system did not print the quantity, unit price, or amount of CLIN 0100AA in Section B. That omitted information is as follows:

Quantity:	41
Unit Price:	\$ 1,500,290
Amount:	\$61,511,890

14. As a result of this modification, the total price of Delivery Order 0002 is reduced by \$374,910. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0100AA	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><u>PRODUCTION QUANTITY</u></div> <div>NSN: 2320-01-481-8578 NOUN: MORTAR CARRIER FSCM: 19207 PART NR: 12479554 SECURITY CLASS: Unclassified PRON: X11GX002X1 PRON AMD: 11 ACRN: AA AMS CD: 311071</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u><div>DOC SUPPL</div><table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W909530320H002</td><td>Y00000</td><td>M</td><td></td><td>2</td></tr></table><div><u>PROJ CD</u> <u>BRK BLK PT</u></div><div>005</div><table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>DELETED</td><td></td></tr><tr><td>002</td><td>DELETED</td><td></td></tr><tr><td>003</td><td>10</td><td>31-MAY-2002</td></tr><tr><td>005</td><td>4</td><td>31-OCT-2002</td></tr><tr><td>006</td><td>4</td><td>31-DEC-2002</td></tr><tr><td>008</td><td>23</td><td>30-JUN-2002</td></tr></table><div>FOB POINT: Origin</div><div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div><div><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</div></div>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530320H002	Y00000	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	DELETED		002	DELETED		003	10	31-MAY-2002	005	4	31-OCT-2002	006	4	31-DEC-2002	008	23	30-JUN-2002				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
001	W909530320H002	Y00000	M		2																																	
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																				
001	DELETED																																					
002	DELETED																																					
003	10	31-MAY-2002																																				
005	4	31-OCT-2002																																				
006	4	31-DEC-2002																																				
008	23	30-JUN-2002																																				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 45	Page 6 of 7
--------------------	---	-------------

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100AD	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8578 NOUN: MORTAR CARRIER FSCM: 19207 PART NR: 12479554 SECURITY CLASS: Unclassified PRON: X11GX002X1 PRON AMD: 11 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W909532107L003 W91A2N M 1 <u>PROJ CD BRK BLK PT</u> IOR <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 13-JUN-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA:</p> <p>"Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten (586) 753-2135"</p> <p>SHIP TO: Ft. Lewis Fielding Office Bldg 3041 Ft. Lewis, WA 98433-5000</p> <p>MARK FOR: Mr. Covington, PH (253) 966-4851/ CELL (253) 405-2697 Ms. Bray, PH (253) 966-4851</p> <p>(End of narrative F001)</p>	5	EA	\$ 1,425,308.000	\$ 7,126,540.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
0100AA	X11GX002X1	AA	1	\$	69,013,340.00	\$	-7,501,450.00	\$ 61,511,890.00
	311071		1GXP01					
0100AD	X11GX002X1	AA	1	\$	0.00	\$	7,126,540.00	\$ 7,126,540.00
	311071		1GXP01					
					NET CHANGE	\$	-374,910.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>		<u>AMOUNT</u>
Army	AA	21 12033000015R5R07P31107131E9	S20113		W56HZV	\$	-374,910.00
					NET CHANGE	\$	-374,910.00

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	698,721,205.00	\$	-374,910.00	\$	698,346,295.00